

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Mobilitie, LLC for a Certificate of
Public Convenience and Necessity to Provide
Resold and Facilities-Based Local Exchange
and Interexchange Telecommunications Services in
the State of South Carolina, and for Flexible
Regulation

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2007 - - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

SC Bar Number: 11208

Telephone: 803-343-1270

Fax: 803-799-8479

Address: Ellis, Lawhorne & Sims, PA

PO Box 2285

Columbia SC 29202

Other:

Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda
expeditiously

☐ Other:

INDUSTRY (Check one)

- ☐ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☐ Sewer
☒ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other:

NATURE OF ACTION (Check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input checked="" type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

Print Form

Reset Form

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

July 6, 2007

FILED ELECTRONICALLY AND ORIGINAL VIA 1ST CLASS MAIL SERVICE

The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Application of Mobilitie, LLC for a Certificate of Public Convenience and
Necessity to Provide Resold and Facilities-Based Local Exchange and
Interexchange Telecommunications Services in the State of South Carolina
and For Flexible Regulation
Docket No. 2007-____-C, Our File No. 1291-11419

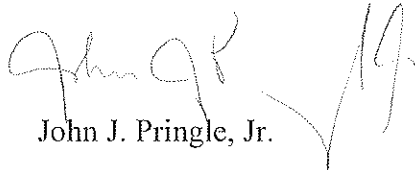
Dear Mr. Terreni:

Enclosed is the original and one (1) copy of the **Application of Mobilitie, LLC**
for filing in the above-referenced matter.

Please acknowledge your receipt of this document by file-stamping the copy of
this letter enclosed, and returning it in the enclosed envelope.

If you have any questions or need additional information, please do not hesitate to
contact me.

Very truly yours,


John J. Pringle, Jr.

JJP/cr

cc: Office of Regulatory Staff Legal Department
Mr. Mark Askelson
John Dodge, Esquire

Enclosures

**THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO
THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.**

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of the Application of)	
)	
MOBILITIE, LLC)	
)	Docket No. _____
For a Certificate of Public Convenience and Necessity)	
to Provide Resold and Facilities-Based Local Exchange)	
and Interexchange Telecommunications Services in the)	
State of South Carolina, and for Flexible Regulation)	

APPLICATION OF MOBILITIE, LLC

Mobilitie, LLC (“Mobilitie” or “Applicant”), by counsel, and pursuant to S.C. Code Ann. § 58-9-280, respectfully requests that the South Carolina Public Service Commission (the “Commission”) grant this Application for a Certificate of Public Convenience and Necessity to provide facilities-based local exchange and interexchange telecommunications service throughout the State of South Carolina. Mobilitie also requests flexible regulation for its local exchange telecommunications services as the Commission first granted in Order No. 98-165 in Docket No. 97-467-C. Mobilitie further requests, pursuant to R. 103-601(3) of the Commission’s rules, that the Commission waive application to it of certain Commission rules, as outlined herein.

Mobilitie proposes to offer facilities-based interexchange and local transport services to customers throughout the geographic territory of South Carolina. Approval of this application will promote the public interest by increasing wireless coverage and the level of telecommunications competition within South Carolina. Telecommunications carriers will be empowered to provide more efficient and reliable services at lower prices, thereby benefiting

consumers. Moreover, the provision of a wider range of telecommunications service will bolster the State's economic health.

In support of its application, Mobilitie respectfully submits as follows:

1. The name and address of the Applicant are:

Mobilitie, LLC
500 Newport Center Drive
Suite 830
Newport Beach, CA, 92660
Telephone: (949) 999-4554
Fax: (949) 719-2716

2. All correspondence, notices, inquiries, and other communications regarding this application should be addressed to:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor,
Columbia, SC 29202
Telephone: (803) 343-1270
Facsimile: (803) 799-8479

with copies to:

John Dodge
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, N.W.
Suite 200
Washington, D.C.
Telephone: (202) 659-9750
Fax: (202) 458-0067

3. Contact person regarding ongoing operations of the Company is:

Mark Askelson
Chief Financial Officer
Mobilitie, LLC
500 Newport Center Drive
Suite 830
Newport Beach, CA 92660
Telephone: (949) 999-4541
Facsimile: (949) 719-2716

4. Description of Applicant

Mobilitie is a limited liability company organized under the laws of the State of Nevada. Mobilitie's principal place of business is in Newport Beach, California. Mobilitie owns and operates telecommunications facilities for the provision of its "RF transport" telecommunications service. A copy of Mobilitie's Articles of Organization and Certificate of Authority to Transact Business in the State of South Carolina are attached hereto as **Exhibit A**.

5. Officers and Directors and Legal Counsel

See **Exhibit B** for a list of Mobilitie's officers, directors and legal counsel.

6. Customer Service

Mobilitie recognizes the importance of effective customer service. Customer service representatives are available from 8:00 AM to 4:59 PM Pacific Time by calling 1-877-999-7070. Messages may be left for Customer Services from 5:00 PM to 7:59 AM Pacific Time. Messages will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

7. Financial Ability

Mobilitie possesses the financial qualifications required for issuance of the requested Certificate of Public Convenience and Necessity. As evidence of its capacity to render the proposed services, please see **Confidential Exhibit C** for Mobilitie's Balance Sheet for the year ending December 31, 2006. Mobilitie requests that Exhibit C be afforded confidential treatment in accordance with S.C. Code Ann. § 39-8-10, *et seq.*, Commission Rule 103-800, *et seq.* and Commission Order No. 2005-226 because this exhibit contains trade secrets, commercial and financial information, which, if disclosed, would result in substantial harm to Mobilitie's

competitive position. Mobilitie has filed its *Motion for Protective Treatment of Financial Statements* concurrent with this Application.

Mobilitie has sufficient capital on hand to commence operations in the State of South Carolina. It should also be noted that Mobilitie's business plan calls for it to provide its telecommunications services based upon direct customer demand. Under this plan, revenue from customers will be readily identified prior to any extensive outlay of capital.

8. Managerial and Technical Ability

Mobilitie is technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. The senior management of Mobilitie has extensive experience in the provision of telecommunications service. Biographies outlining the technical and managerial experience of Mobilitie's key personnel are provided in **Exhibit D**. These biographies reflect that Mobilitie possesses significant expertise for operating a telecommunications company. In addition to the senior management, Mobilitie has highly qualified technical personnel to ensure that Mobilitie's operations will meet demanding standards for service quality and reliability.

9. Description of Services Offered and Proposed Service Territory

Mobilitie seeks authority to provide facilities-based or resold nondominant interexchange services and non-switched local transport services (hereinafter referred to as "Services") to customers throughout the State of South Carolina. Applicant proposes to provide these Services through a combination of its own facilities and facilities to be leased from a variety of telecommunications carriers.

Mobilitie's Services will be both intrastate and interstate. One Service will rely on a technical platform known as a "Distributed Antenna System," or "DAS." A DAS consists of the following:

- **Base Station Hotel:** The Base Station Hotel is the central location where all Wireless Signal Processor (WSP) Base Transceiver Station (BTS) equipment is installed. The Base Station Hotel also contains the Optical Conversion equipment.
- **Optical Conversion Equipment:** This unit converts the RF output from the BTS to an optical signal. This optical signal is then transmitted via fiber optic cable to specific Remote Node locations.
- **Remote Nodes:** Each Remote Node then converts the optical signal back to RF. This RF signal is transmitted over an omni-directional antenna which is typically mounted on a light post, bus stop or other municipality infrastructure. This broadband antenna broadcasts the signal for all WSP technologies.
- **Access Points:** A high power Access Point can be added to each Remote Node for provisioning of 802.11 data services. Data traffic is then routed to the internet through standard data equipment located in the Base Station Hotel.

Also, Mobilitie plans to provide radio frequency ("RF") or optical transport and backhaul services for voice and data service providers. Mobilitie will provide its service using transport and backhaul linked by fiber optic cables or wireless RF systems with conversion equipment attached to poles and other structures.

The services are customized to the transport and backhaul needs of individual customers. Tariffed rates will be available for all non-custom services. Initially, Mobilitie will not furnish residential or business telephone service.

10. Public Interest and Need

The granting of Mobilitie's Application is consistent with S.C. Code Ann. § 58-9-280(B), and, in that regard, Mobilitie makes the following representations to the Commission:

1. Mobilitie possesses the requisite technical, financial, and managerial resources sufficient to provide the services requested;
2. Mobilitie's services will meet service standards required by the Commission;

3. The provision of services by Mobilitie will not adversely impact the availability of affordable telecommunications service;
4. Mobilitie, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and
5. The provision of services by Mobilitie will not adversely impact the public interest.

Granting of Mobilitie's Application for a Certificate of Public Convenience and Necessity to provide the service described within this Application is in the public interest and will serve the public convenience and necessity. The public interest will be served by expanding the availability of competitive telecommunications services and enhanced telecommunications infrastructure in the State of South Carolina, thereby facilitating economic development. Authorizing Mobilitie to enter the telecommunications service market will increase the competitive choices available, and in turn create incentives for all carriers to lower prices, provide new and better quality services, and be more responsive to customer issues and demands.

Mobilitie's service allows wireless carriers to expand the coverage of wireless services with less intrusive facilities. Traditional wireless technologies have suffered from "dead spots" and bandwidth capacity limitations. Mobilitie's combination of fiber optics and lower height antennas helps wireless providers eliminate dead spots and increase bandwidth needed for emerging and future services. Mobilitie's RF transport service uses fiber optics and small, unobtrusive antennas located primarily on existing utility and/or streetlight poles. Thus, grant of Mobilitie's petition will promote the deployment of advanced telecommunications and wireless telecommunications infrastructure in the State.

11. Waivers and Regulatory Compliance

Mobilitie requests that, pursuant to Rule 103-601(3), the Commission grant it a waiver of those regulatory requirements that are inapplicable to Mobilitie's services because compliance

with such rules would cause Mobilitie unusual hardship.¹ Specifically, Mobilitie requests a waiver of the following Commission Rules:

- **Rule 103-610:** requiring a utility to maintain its records in the State of South Carolina. Mobilitie is headquartered in California. As a result, it would be impractical for Mobilitie to maintain separate records in South Carolina. If the Commission or the Office of Regulatory Staff (“ORS”) determines it is necessary to review Mobilitie’s books, Mobilitie will provide this information to the Commission and/or the ORS upon request or will bear the cost of any out-of-state travel expenses incurred by Commission or ORS staff.
- **Rule 103-611:** requiring the use of the FCC’s Uniform System of Accounts (USOA). Because Mobilitie is a privately-held, competitive carrier without market power and exempt from the USOA, it would be burdensome and unnecessary to require it to comply with this Rule. Mobilitie maintains its books and records in accordance with the Generally Accepted Accounting Principles (“GAAP”), and asserts that because it utilizes GAAP, the Commission and the ORS will have a reliable means by which to evaluate operations.
- **Rule 103-612-2.3:** requiring utilities to file operating area maps with the Commission/ORS. Mobilitie proposes to provide telecommunications services statewide, and primarily in the service areas of incumbent local exchange carriers. Maps defining those areas are already on file with the Commission.

¹ S.C. CODE REGS. § 103-601(3) (“In any case where compliance with any of these rules and regulations introduces unusual difficulty such rule or regulation may be waived by the Commission upon a finding by the Commission that such a waiver is in the public interest.”)

- **Rule 103-631:** regarding the publication of directories. Mobilitie does not intend to offer voice services, either residential or commercial, and thus does not anticipate that it will separately publish directories for its customers.

Such waivers have previously been granted under similar circumstances, and Mobilitie respectfully requests that the Commission similarly grant the aforementioned waivers in the context of this Application.

12. Flexible Regulation of Local Transport Services

Mobilitie requests flexible regulation for its telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C. In the Order, the Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of the tariff filing, and that any tariff filings would be subject to the same monitoring process as other similar local exchange carriers. Mobilitie submits that as a provider of non-switched, competitive local transport services, it should be subject to regulatory constraints no more stringent than those imposed in Docket No. 97-467-C. Mobilitie respectfully requests that its local transport service tariff filings be regulated pursuant to this form of flexible regulation.

CONCLUSION

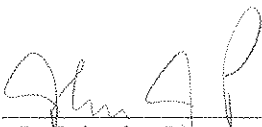
This Application clearly demonstrates that Mobilitie possesses the requisite technical, financial and managerial qualifications to provide facilities-based telecommunications service throughout the State of South Carolina. Furthermore, granting this Application for a Certificate of Public Convenience and Necessity will promote the public interest, comport with the public

convenience and necessity, and meet pertinent legal and regulatory requirements for such applications.

WHEREFORE, Mobilitie respectfully requests that the Commission issue it a Certificate of Public Convenience and Necessity to provide resold and facilities-based telecommunications service throughout the State of South Carolina, as proposed herein and set forth in the attached tariff. Mobilitie also requests that the Commission regulate its local exchange service in accordance with the principles and procedures established in Order No. 98-165 in Docket No. 97-467-C, grant the waivers requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

MOBILITIE, LLC

By: 
John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor,
Columbia, SC 29202
(803) 343-1270
jpringle@ellislawhorne.com

John C. Dodge
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, DC 20006
(202) 659-9750

Mobilitie, LLC

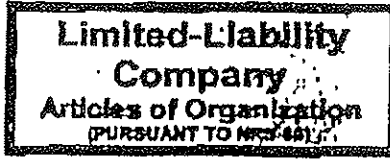
SCHEDULE OF EXHIBITS

Exhibit A	Articles of Organization/ Certificate of Authority to Transact Business
Exhibit B	Mobilitie Officers, Directors and Legal Counsel
Exhibit C	Financial Information
Exhibit D	Biographies of Key Personnel
Exhibit E	Proposed Tariff
Exhibit F	Proposed Notice of Filing

EXHIBIT A

**(Articles of Organization and
Certificate of Authority to Transact Business)**

FILED # 9013-03

DEAN HELLER
Secretary of State101 North Carson Street, Suite 3
Carson City, Nevada 89701-4788
(775) 684 6708

Under New Law

JUN 18 2003

IN THE OFFICE OF
Dean Heller
DEAN HELLER, SECRETARY OF STATE

Important: Read attached instructions before completing form.

1. Name of Limited Liability Company:	MOBILITE, LLC.		
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where process may be served)</small>	NATIONAL REGISTERED AGENTS, INC. OF NV		
	Name		
	Street Address	1000 E. William Street, Ste. 204, Carson City, NEVADA	
3. Dissolution Date: <small>(OPTIONAL - see instructions)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):		
4. Management: <small>(check one)</small>	Company shall be managed by <input checked="" type="checkbox"/> Manager(s) <input type="checkbox"/> Members		
Names, Addresses of Manager(s) or Member(s): <small>(attach additional pages if more than three are listed)</small>	GARY JABARA		
	Name		
	Street Address	1551 Miramar Drive, Balboa, CA	
		City	State
	Name		
	Street Address		
5. Other Matters: <small>(see instructions)</small>	Number of additional pages attached:		
	GARY JABARA		
	Name	Signature:	
	Address	1551 Miramar Drive, Balboa, CA	
		City	State
	Name		
6. Names, Addresses and Signatures of Organizational Members: <small>(attach additional pages if more than three are listed)</small>	GARY JABARA		
	Name	Signature:	
	Address	1551 Miramar Drive, Balboa, CA	
		City	State
	Name		
	Address		
7. Certificate of Appointment of Resident Agent:	I, <u>Dean Heller</u> , Secretary of State, do hereby accept appointment as Resident Agent named <u>Mobilite, LLC</u> limited liability company. Authorized Signature of R.A. <u>Dean Heller</u> , Secretary of State Date <u>June 18, 2003</u>		

**Certificate of Acceptance
of Appointment by
Resident Agent**

In the matter of MOBILITIE, LLC, I, National Registered Agents, Inc. of NV, hereby state that on June 18, 2003, I accepted the appointment as resident agent for the above named business entity.

The street address of the resident agent in this state is as follows:

1000 E. William Street
Suite 204
Carson City, Nevada 89701

D Stanton

June 18, 2003

Dean Stanton,
Assistant Secretary
on behalf of
National Registered Agents, Inc. of NV

FILED # 9013-03

JUN 18 2003

IN THE OFFICE OF
DEAN HELLER, SECRETARY OF STATE

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **MOBILITIE, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since June 18, 2003, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 24, 2006.



Dean Heller

DEAN HELLER
Secretary of State

By

Shondell
Certification Clerk

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

MOBILITE, LLC, A Limited Liability Company duly organized under the laws of the State of NEVADA, and issued a certificate of authority to transact business in South Carolina on January 29th, 2007, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-808 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
29th day of January, 2007.


Mark Hammond, Secretary of State

Jan. 29. 2007 5:26PM

rchtec 699-6178

No. 3907 P. 2/5

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

JAN 29 2007

APPLICATION FOR A CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN SOUTH CAROLINA

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Mobilite, LLC
2. The name of the State or Country under whose law the company is organized is Nevada
3. The street address of the Limited Liability Company's principal office is
600 Newport Center Drive, Suite 830
Street Address
Newport Beach, CA 92660
City State Zip Code
4. The address of the Limited Liability Company's current designated office in South Carolina is
Same as #3
Street Address
City State Zip Code
5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is
2 Office Park Court, Suite 103
Street Address
Columbia, SC 29223
City State Zip Code
and the name of the Limited Liability Company's agent for service of process at the address is
National Registered Agents, Inc.
Name
By: *Sabrina Tillapaugh*
Signature
Sabrina Tillapaugh, Asst. Secretary
6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified _____

070128-0214
MOBILITE, LLC

FILED: 01/28/2007

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

7. ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. Gary B. Jabara

Name

500 Newport Center Drive, Suite 830

Business Address

Newport Beach, CA 92660

City

State

Zip Code

b. Mark Askelson

Name

500 Newport Center Drive, Suite 830

Business Address

Newport Beach, CA 92660

City

State

Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(a) of the 1976 South Carolina Code of Laws, as amended.

Date 1/11/2007

Signature

Mark Askelson, Manager

MEMBER

Name

Capacity

FILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211
6. The first annual report for limited liability company must be delivered to the Secretary of State between January first and April first of the calendar year after which the limited liability company was organized or the foreign company was first authorized to transact business in South Carolina. Subsequent annual reports must be delivered to the Secretary of State between January first and April first of the ensuing calendar years.

EXHIBIT B

(Mobilitie Officers, Directors and Legal Counsel)

Exhibit B

List of Officers, Directors and Legal Counsel
for Mobilitie, LLC

<u>Name</u>	<u>Title</u>	<u>Address</u>
Gary Jabara	CEO	500 Newport Center Drive Suite 830 Newport Beach, CA 92660
Mark Askelson	CFO	500 Newport Center Drive Suite 830 Newport Beach, CA 92660
Regis Schaffer	Senior VP, Asset Strategy	500 Newport Center Drive Suite 830 Newport Beach, CA 92660
John Dodge	Counsel / Attorney for Mobilitie, LLC	1919 Pennsylvania Avenue NW Suite 200 Washington, D.C. 20006

EXHIBIT C

(Financial Information)

**CONFIDENTIAL
AND
PROPRIETARY**

EXHIBIT D

(Biographies of Key Personnel)

MOBILITIE, LLC

RESUMES OF MANAGEMENT

Gary Jabara — *Founder, President and Chief Executive Officer and Member of the Mobilitie Board of Advisors*

Prior to founding Mobilitie, Mr. Jabara was a Partner at Deloitte & Touche and the firm's Partner-in-Charge of Wireless Real Estate and Infrastructure. While at Deloitte, Mr. Jabara oversaw the negotiation of over \$10 billion of telecommunication infrastructure assets on behalf of Big Six Wireless Carriers. Mr. Jabara also led the firm's National Practice for Capital Projects Advisory Services, and advised Global Fortune 100 firms on the efficient deployment of their capital. Mr. Jabara has nearly 15 years of experience in the wireless industry, starting with the Los Angeles Cellular Telephone Company, a McCaw Cellular/BellSouth joint venture, where he led the firm's real estate division and was responsible for all aspects of site acquisition, budgeting, engineering, and development.

Mark Askelson — *Chief Financial Officer*

Prior to joining Mobilitie, Mr. Askelson was a Senior Manager with Deloitte Consulting and a Leader of the firm's Wireless Real Estate Practice. At Deloitte, Mr. Askelson provided strategic real estate and portfolio capitalization strategies for corporate users, including the development of operations and asset strategies for three of the Big Six Wireless Carriers. At Cleveland Real Estate Partners, a boutique firm acquired by Deloitte, Mr. Askelson specialized in managing complex lease and fee transactions. Prior to attending graduate school, Mr. Askelson was a Principal Planner with the Lake County, Illinois Department of Planning, Zoning and Environmental Quality. Mr. Askelson holds an MBA from the Weatherhead School of Management at Case Western Reserve University, and a Bachelor of Science in Landscape Architecture from the University of Wisconsin – Madison.

Regis Schaffer — *Senior Vice President Asset Strategy*

Prior to joining Mobilitie, Mr. Schaffer was a founding member of SourcePoint, a boutique consulting firm providing strategic advisory services to the wireless industry. He has led the structuring and negotiation of over \$8 billion in technology infrastructure and development contracts. Mr. Schaffer has advised senior executives and led projects in network merger integration, cell site development, construction, and lease negotiations. He has also provided strategic advisory services to senior executives to source site development, IT infrastructure operations and IT application development and maintenance. Prior to founding SourcePoint, Mr. Schaffer was a senior manager in Deloitte Consulting's Telecommunication Practice for 8 years providing business and technology strategy services. Before his career in consulting Mr. Schaffer worked as a systems engineer at Lockheed Martin in the Fleet Ballistic Missile Program. Mr. Schaffer holds a Masters of Engineering from Rensselaer Polytechnic Institute and a Bachelor of Science from Clarkson University.

Bryon Davis — *Vice President, Western United States*

Prior to joining Mobilitie, Mr. Davis was with Deloitte Consulting's real estate strategy and operations practice. He led multiple engagements resulting in improved asset management for Fortune 100 and 500 companies. Mr. Davis focused on the wireless communications industry, leading network development process improvement, cost reduction and Sarbanes-Oxley initiatives for a \$1B annual infrastructure spend at a major wireless carrier. Mr. Davis has lectured on the criticality of corporate infrastructure development governance, through an association with Tradeline Inc. Mr. Davis is a licensed architect and prior to joining Deloitte, he was a design manager for a \$1.6B construction project as well as several multi-million dollar projects located in the Western United States. Mr. Davis holds an MBA from the Johnson Graduate School of Management at Cornell University and a Bachelor of Architecture from the California Polytechnic State University at San Luis Obispo.

Christos Karmis — *Vice President, Eastern United States*

Prior to joining Mobilitie, Mr. Karmis was with Deloitte Consulting, where he specialized in real estate advisory services and the wireless communications industry. While at Deloitte, Mr. Karmis provided operational and network optimization strategies to several of the Big Six Wireless Carriers. In addition he is experienced with process improvement, technology optimization, and establishing Sarbanes-Oxley compliant financial controls for network lease administration. He has also led due diligence projects for the sale of significant wireless communication assets. Prior to joining Deloitte, Mr. Karmis was an engineer for Harris Corporation specializing in digital mapping. Mr. Karmis holds an MBA from the Warrington School of Business at the University of Florida, a Management Certificate from Harvard University, and a Bachelor of Science in Mechanical Engineering from Clemson University.

EXHIBIT E

(Proposed Tariff)

Tariff Schedule
Applicable to
TELECOMMUNICATIONS SERVICES
of
MOBILITIE, LLC
For Statewide Service in South Carolina

CHECK SHEET

The Title Sheet and Sheets 1 through 23 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
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17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating, and applicable to Mobilitie, LLC (“Company”).

The Company has been authorized by the Public Service Commission of South Carolina (“PSC”) to provide telecommunications services throughout the State of South Carolina.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the PSC.

EXPLANATION OF SYMBOLS

- A. To signify **changed** listing, rule or condition which may affect rates or charges.
- B. To signify **deleted or discontinued** rate, regulation or condition.
- C. To signify a change resulting in an **increase** to a Customer’s bill.
- D. To signify that material has been **relocated to** another tariff location.
- E. To signify a **new** rate, regulation, condition or sheet.
- F. To signify a change resulting in a **reduction** to a Customer’s bill.
- G. To signify a change in **text** but no change to rate or charge.

MUNICIPALITIES OR TERRITORIES SERVICED

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

APPLICABILITY

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of South Carolina.

This tariff applies only for the use of the Company's services for communications between points within the State of South Carolina; this includes the use of the Company's network to complete an end to end intrastate communication.

AVAILABILITY OF THE COMPANY'S TARIFF

A complete copy of the Company's current tariff is maintained at the Company's business offices located at:

Mobilitie, LLC
500 Newport Center Drive
Suite 830
Newport Beach, California 92660

This tariff is also available for public inspection at the Public Service Commission of South Carolina.

SECTION 1 – RF TRANSPORT SERVICE

1. Application of rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

2. RF Transport Service

(A) General service offerings and limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

(B) Minimum Term

The minimum service term for RF Transport Service is five (5) years.

(C) Schedule 1 - Rates and Charges For RF Transport Service

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows

Description	Fee per Segment
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

SECTION 2 – DEFINITIONS

Channel:

A communications path between two or more points of termination.

Commission:

Public Service Commission of South Carolina.

Company:

Mobilitie, LLC

Customer:

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Designated Premises:

The premises specified by the Customer for origination or termination of services.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Facilities

Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Holidays:

The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

RAN

A radio access node.

Transmission Path:

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 — Undertaking of Company

The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of South Carolina.

The Company provides competitive access provider services to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

3.2 — Application for Service

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

3.3 — Contract or Agreements

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be

made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

3.4 — Deposits

The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will accrue on the amount deposited. The interest on deposits shall be accrued and paid in accordance with the Board's regulations. The Company will credit such interest to each depositor by paying such interest in cash or deducting it from the amount of a bill for service.

3.5 — Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer that is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

- (1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

(2) Notice by Company

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 10 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

Notices the Company sends to Customers, or the Board, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

3.6 — Rendering and Payment of Bills

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.

-
- C. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-two (32) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- D. The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

3.7 — Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1-877 999 7070.

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill that cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

Prior to suspension or termination of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to suspension/termination if the Company has notified the Customer by written notice of such delinquency and impending suspension/termination. Company will also advise the Customer in writing of the Board's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer complies with the procedures of this section.

In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

A customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill.

3.8 — Cancellation of Service by Company

- A. The Company may discontinue service under the following circumstances:
1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the PSC or by the Court; or
 2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
 3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 5. For unlawful use of the service or use of the service for unlawful purposes; or
 6. Failure to post a required deposit or guarantee; or
 7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
 8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.
- B. The Company will provide the following notice of disconnection:
1. Written notice of the pending disconnection will be rendered not less than 10 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
 2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve Customers.

C. Restoration of service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

3.9 — Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term.

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

3.10 — Special Information Required on Forms

A. Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas, as applicable:

- (1) When to pay your bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;

-
- (5) Questions about your bill;
 - (6) Network access for interstate calling;
 - (7) In addition to the above, each bill shall include the following statement:

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from Mobilitie, LLC”

Company will also advise the Customer in writing of the Board’s formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company’s written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

B. Deposit Receipts

The Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received. The receipt shall show the Customer’s name, service address, type of service, amount of deposit, rate of interest on deposit, date received, Company’s name, and a statement of the conditions under which the deposit will be refunded. The Company will refund the Customer’s deposit even if the Customer has lost the receipt.

3.11 — Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant’s account record may include, but shall not be limited to, account established date, ‘can-be-reached’ number, billing name, and location of current and previous service.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier’s check, money order, bond, letter of credit).

3.12 — Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

3.13 — Information to Be Provided to the Public

A copy of this tariff schedule will be available for public inspection in the Company's business office during regular business hours.

Copies of the Company's tariff schedules are available to the public at nominal costs to recover photocopying, postage and/or transmission expenses.

3.14 — Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

3.15 — Use of Service

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

3.16 — Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

Title to all facilities provided by Company under these regulations remains in Company's name.

3.17 — Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

3.18 — Liability of the Company

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

- D. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

3.19 — Measurement of Service

Charges for service are without regard to mileage.

3.20 — Responsibilities of the Customer

- A. The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines.
- B. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- C. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

3.21 — Special Construction

Special construction charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges will be based on the costs incurred by the Company (including return) and may include:

- 1. non-recurring charges;
- 2. recurring charges;
- 3. termination liabilities; or
- 4. combinations of the above.

3.22 — Demarcation Points

Services shall be provided to mutually agreeable points of demarcation.

3.23 — Force Majeure

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

3.24 — Disclaimer of Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 4 – PROMOTIONS

4.1 Promotional Offerings – General

Reserved for future use.

EXHIBIT F

(Proposed Notice of Filing and Hearing)

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2007-_____-C

Mobilitie, LLC, has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide facilities-based local exchange and interexchange telecommunications services throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280 and Section 253 of the Telecommunications Act of 1996, 47 U.S.C. §253 (1996). Specifically, Mobilitie seeks authority to provide fiber optic RF transport services to telecommunications companies operating in the State of South Carolina. Applicant also requests that the Commission regulate its local exchange service in accordance with the principles established for flexible regulation by Order No. 98-165 in Docket No. 97-467-C.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210; the Commission's website at www.psc.sc.gov, and is available through John J. Pringle, Jr. of Ellis, Lawhorne & Sims, P.A., 1501 Main Street, 5th Floor, Columbia, SC 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2007, before Hearing Examiner David Butler, Esquire in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2007 and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2007-_____-C.*

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John J. Pringle, Jr. at the above address, on or before _____, 2007 and indicate the amount of time required for his presentation. *Please refer to Docket No. 2007-_____-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2007. *Please refer to Docket No. 2007-_____-C.*

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
Attn: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211